

Chicago and North Western
Transportation Company

RECORDATION NO. 18443-8 FILED 1425

MAR 29 1994 - 10 15 AM

INTERSTATE COMMERCE COMMISSION



One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312-559-6156

March 28, 1994

0100161008

A-13777-F
O-097

RECORDATION NO. 18443-T FILED 1425

MAR 29 1994 - 10 15 AM

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

INTERSTATE COMMERCE COMMISSION

RE: Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts of March 30, 1994 Lease Supplement (CNW 1993-B) No. 6 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 150 Covered Jumbo Hoppers.

Mr. Sidney Strickland, Jr.
March 28, 1994
Page 2

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of dated March 30, 1994 to Indenture Supplement (CNW 1993-B) No. 6, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 150 Covered Jumbo Hoppers.

The names and addresses of the parties to the above agreements are as follows:

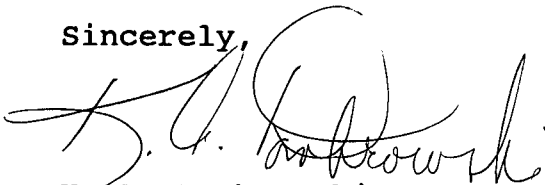
Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe Street
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to Lease Supplement No. 6 and to Indenture Supplement No. 6, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,

A handwritten signature in dark ink, appearing to read 'K. A. Dombrowski', is written over the word 'Sincerely,'.

K. A. Dombrowski
Assistant Secretary

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/29/94

OFFICE OF THE SECRETARY

K.A. Dombrowski

Assistant Secretary

Chicago, & North Western Transp. Co.

One North Western Center

Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **3/29/94** at **10:15am**, and assigned
recording number(s). **18443-S & 18443-T**

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE SUPPLEMENT (CNW 1993-B) NO RECORDATION NO

18443-8
FILED 1425

Dated as of March 30, 1994

MAR 29 1994 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1994, at ____:____.M. Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1994 at ____:____.M.]

LEASE SUPPLEMENT (CNW 1993-B) NO. 6

LEASE SUPPLEMENT (CNW 1993-B) No. 6 dated as of March 30, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$7,927,050.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

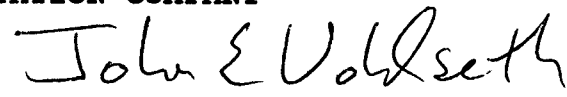
LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but
solely as Owner Trustee

By: 
Name: W. R. Munroe
Title: Assistant Vice President

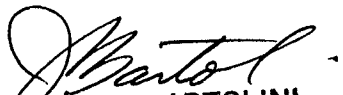
LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 
Name: J. E. VOLDSETH
Title: VICE-PRESIDENT FINANCE

Receipt of the original
counterpart of the foregoing
Lease Supplement No. 6
is hereby acknowledged this
28th day of March, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 
Name: J. BARTOLINI
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 25th day of March, 1994, before me personally appeared William R. Munroe, to me personally known, who, by me being duly sworn, says that he is an AVP of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Donna M. Mortimer

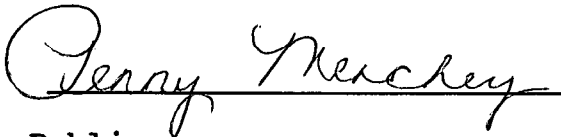
Notary Public

My commission expires

DONNA M. MORTIMER
NOTARY PUBLIC
My Commission Expires 11/30/98

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 28th day of March, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice-President Finance of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires 4/12/1995

SCHEDULE 1

MARCH 30, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490323	MARCH 8, 1994	\$52,847
CNW 490326	MARCH 8, 1994	\$52,847
CNW 490327	MARCH 8, 1994	\$52,847
CNW 490329	MARCH 8, 1994	\$52,847
CNW 490402	MARCH 8, 1994	\$52,847
CNW 490403	MARCH 8, 1994	\$52,847
CNW 490404	MARCH 8, 1994	\$52,847
CNW 490435	FEBRUARY 22, 1994	\$52,847
CNW 490494	MARCH 18, 1994	\$52,847
CNW 490534	MARCH 10, 1994	\$52,847
CNW 490542	MARCH 18, 1994	\$52,847
CNW 490543	MARCH 18, 1994	\$52,847
CNW 490544	MARCH 10, 1994	\$52,847
CNW 490548	MARCH 4, 1994	\$52,847
CNW 490550	MARCH 18, 1994	\$52,847
CNW 490551	FEBRUARY 23, 1994	\$52,847
CNW 490554	MARCH 4, 1994	\$52,847
CNW 490557	FEBRUARY 23, 1994	\$52,847
CNW 490558	FEBRUARY 23, 1994	\$52,847
CNW 490559	MARCH 11, 1994	\$52,847
CNW 490560	MARCH 4, 1994	\$52,847
CNW 490564	MARCH 4, 1994	\$52,847
CNW 490567	FEBRUARY 23, 1994	\$52,847
CNW 490568	FEBRUARY 23, 1994	\$52,847
CNW 490569	FEBRUARY 23, 1994	\$52,847
CNW 490570	MARCH 18, 1994	\$52,847
CNW 490573	FEBRUARY 23, 1994	\$52,847
CNW 490574	MARCH 18, 1994	\$52,847
CNW 490575	MARCH 18, 1994	\$52,847
CNW 490578	MARCH 4, 1994	\$52,847
CNW 490582	MARCH 4, 1994	\$52,847
CNW 490584	FEBRUARY 23, 1994	\$52,847
CNW 490587	MARCH 4, 1994	\$52,847
CNW 490589	MARCH 4, 1994	\$52,847
CNW 490590	MARCH 4, 1994	\$52,847
CNW 490591	MARCH 4, 1994	\$52,847
CNW 490593	MARCH 3, 1994	\$52,847
CNW 490594	MARCH 4, 1994	\$52,847
CNW 490595	MARCH 3, 1994	\$52,847
CNW 490596	MARCH 3, 1994	\$52,847
CNW 490597	MARCH 1, 1994	\$52,847
CNW 490598	MARCH 1, 1994	\$52,847
CNW 490599	MARCH 4, 1994	\$52,847
CNW 490600	MARCH 4, 1994	\$52,847
CNW 490601	MARCH 4, 1994	\$52,847
CNW 490602	MARCH 4, 1994	\$52,847

SCHEDULE 1

MARCH 30, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490603	MARCH 4, 1994	\$52,847
CNW 490604	MARCH 4, 1994	\$52,847
CNW 490606	MARCH 1, 1994	\$52,847
CNW 490607	MARCH 7, 1994	\$52,847
CNW 490608	MARCH 1, 1994	\$52,847
CNW 490609	MARCH 11, 1994	\$52,847
CNW 490610	MARCH 1, 1994	\$52,847
CNW 490611	MARCH 11, 1994	\$52,847
CNW 490612	MARCH 4, 1994	\$52,847
CNW 490613	MARCH 3, 1994	\$52,847
CNW 490614	MARCH 4, 1994	\$52,847
CNW 490615	MARCH 1, 1994	\$52,847
CNW 490616	MARCH 4, 1994	\$52,847
CNW 490617	MARCH 11, 1994	\$52,847
CNW 490618	MARCH 4, 1994	\$52,847
CNW 490619	MARCH 10, 1994	\$52,847
CNW 490620	MARCH 10, 1994	\$52,847
CNW 490621	MARCH 4, 1994	\$52,847
CNW 490622	MARCH 10, 1994	\$52,847
CNW 490623	MARCH 11, 1994	\$52,847
CNW 490624	MARCH 1, 1994	\$52,847
CNW 490625	MARCH 3, 1994	\$52,847
CNW 490626	MARCH 10, 1994	\$52,847
CNW 490627	MARCH 10, 1994	\$52,847
CNW 490628	MARCH 3, 1994	\$52,847
CNW 490629	MARCH 22, 1994	\$52,847
CNW 490630	MARCH 10, 1994	\$52,847
CNW 490631	MARCH 10, 1994	\$52,847
CNW 490632	MARCH 10, 1994	\$52,847
CNW 490633	MARCH 22, 1994	\$52,847
CNW 490634	MARCH 10, 1994	\$52,847
CNW 490635	MARCH 10, 1994	\$52,847
CNW 490636	MARCH 10, 1994	\$52,847
CNW 490637	MARCH 22, 1994	\$52,847
CNW 490638	MARCH 22, 1994	\$52,847
CNW 490639	MARCH 22, 1994	\$52,847
CNW 490640	MARCH 22, 1994	\$52,847
CNW 490641	MARCH 10, 1994	\$52,847
CNW 490642	MARCH 22, 1994	\$52,847
CNW 490643	MARCH 7, 1994	\$52,847
CNW 490647	MARCH 22, 1994	\$52,847
CNW 490648	MARCH 7, 1994	\$52,847
CNW 490649	MARCH 7, 1994	\$52,847
CNW 490650	MARCH 7, 1994	\$52,847
CNW 490651	MARCH 7, 1994	\$52,847
CNW 490652	MARCH 7, 1994	\$52,847

SCHEDULE 1

MARCH 30, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 490653	MARCH 7, 1994	\$52,847
CNW 490654	MARCH 11, 1994	\$52,847
CNW 490655	MARCH 7, 1994	\$52,847
CNW 490656	MARCH 7, 1994	\$52,847
CNW 490657	MARCH 11, 1994	\$52,847
CNW 490658	MARCH 7, 1994	\$52,847
CNW 490659	MARCH 7, 1994	\$52,847
CNW 490660	MARCH 22, 1994	\$52,847
CNW 490661	MARCH 22, 1994	\$52,847
CNW 490662	MARCH 22, 1994	\$52,847
CNW 490663	MARCH 22, 1994	\$52,847
CNW 490664	MARCH 11, 1994	\$52,847
CNW 490665	MARCH 11, 1994	\$52,847
CNW 490666	MARCH 22, 1994	\$52,847
CNW 490667	MARCH 11, 1994	\$52,847
CNW 490668	MARCH 11, 1994	\$52,847
CNW 490669	MARCH 22, 1994	\$52,847
CNW 490670	MARCH 22, 1994	\$52,847
CNW 490671	MARCH 16, 1994	\$52,847
CNW 490673	MARCH 22, 1994	\$52,847
CNW 490675	MARCH 22, 1994	\$52,847
CNW 490676	MARCH 22, 1994	\$52,847
CNW 490678	MARCH 22, 1994	\$52,847
CNW 490680	MARCH 22, 1994	\$52,847
CNW 490682	MARCH 22, 1994	\$52,847
CNW 490685	MARCH 25, 1994	\$52,847
CNW 490687	MARCH 22, 1994	\$52,847
CNW 490692	MARCH 16, 1994	\$52,847
CNW 490693	MARCH 16, 1994	\$52,847
CNW 490695	MARCH 22, 1994	\$52,847
CNW 490696	MARCH 16, 1994	\$52,847
CNW 490697	MARCH 16, 1994	\$52,847
CNW 490698	MARCH 16, 1994	\$52,847
CNW 490699	MARCH 16, 1994	\$52,847
CNW 490700	MARCH 16, 1994	\$52,847
CNW 490701	MARCH 16, 1994	\$52,847
CNW 490702	MARCH 18, 1994	\$52,847
CNW 490704	MARCH 16, 1994	\$52,847
CNW 490705	MARCH 16, 1994	\$52,847
CNW 490706	MARCH 16, 1994	\$52,847
CNW 490708	MARCH 22, 1994	\$52,847
CNW 490714	MARCH 22, 1994	\$52,847
CNW 490716	MARCH 22, 1994	\$52,847
CNW 490722	MARCH 22, 1994	\$52,847
CNW 490725	MARCH 25, 1994	\$52,847
CNW 490726	MARCH 22, 1994	\$52,847

SCHEDULE 1

MARCH 30, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 490729	MARCH 22, 1994	\$52,847
CNW 490731	MARCH 25, 1994	\$52,847
CNW 490732	MARCH 18, 1994	\$52,847
CNW 490733	MARCH 22, 1994	\$52,847
CNW 490734	MARCH 22, 1994	\$52,847
CNW 490735	MARCH 22, 1994	\$52,847
CNW 490736	MARCH 22, 1994	\$52,847
CNW 490737	MARCH 22, 1994	\$52,847
CNW 490738	MARCH 25, 1994	\$52,847
CNW 490739	MARCH 18, 1994	\$52,847
CNW 490740	MARCH 22, 1994	\$52,847
CNW 490741	MARCH 18, 1994	\$52,847

TOTAL UNITS OF EQUIPMENT	150
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TOTAL EQUIPMENT COST	\$7,927,050
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